

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274



Invitation To Bid
Specifications & Bid Documents Attached

Bid Number: **03ITZ0418**

Bid Opening Date & Time: **October 30, 2003 @ 2:00 pm (ET)**

Bid Class/Sub-Class & Description: **5200 Data Processing Services**

Requesting Agency: **Department of Revenue Services**

***Special Instructions:** This will be a three (3) year contract award -- with an option for two (2) one (1) year extensions.*

This replaces the following contract award in part or in total: **03ITZ0212**

NOTICE TO VENDORS:

Ligon to:

<http://www.doit.state.ct.us/purchase/index.html>

Click on the link **Register for Bid Notification**
complete the form to automatically receive a summary
of new Bids & RFP's via e-mail.

www.ct.gov/doit

DOIT CT State Web Site

Kathleen.m.anderson@po.state.ct.us

Purchasing Officer E-mail Address

(860) 610-0857

Fax Number

Attending the Bid Opening at DOIT, 101 East River Drive, East Hartford:

- ▶ Sign in and provide a picture ID at the Security Desk and ask for the Bid Opening Room.
- ▶ If you are hand delivering your bid to the opening, allow enough time for minor delays and ensure that your bid is TIME STAMPED by the mailroom on the bid opening date before 2:00 p.m.

Return Bid To:

SEALED BID #: 03ITZ0418

NOT TO BE OPENED UNTIL:

Thursday, October 30, 2003 @ 2:00pm (ET)

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
4th Floor, Attn: Kathleen M. Anderson
101 EAST RIVER DRIVE
EAST HARTFORD, CT. 06108-3274

Note:

When returning the **ORIGINAL & ONE COPY & 1 Electronic Copy** of your bid response, use the mailing label format at the left on all sealed bid envelopes.

Ensure that YOUR mailing address is in the upper left corner of the sealed bid envelope.

STATE OF CONNECTICUT
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**THIS FORM AND
BID SCHEDULE FORMS
MUST BE RETURNED**

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

03ITZ0418
Read Carefully

BID PROPOSAL

BID NUMBER 03ITZ0418	BID OPENING DATE October 30, 2003	BID OPENING TIME 2:00 PM (ET)	BID SURETY NONE	DATE ISSUED Oct. 1, 2003
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DESCRIPTION: **Data Processing Services**

COMMODITY CLASS /SUBCLASS: **5200**

Agency Requisition Number(s): **209309**

FOR: **Department of Revenue Services and All Using State
Agencies, Municipalities & Political Subdivisions**
25 Sigourney St.
Hartford, CT 06106

TERM OF CONTRACT / DELIVERY DATE REQ'D:
**Three (3) years with an option for two (2)
one (1) year extensions.**

INVITATION TO BID: Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed bids will be received by Contracts & Purchasing Division for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

1. That this BID is executed and signed by said bidder with full knowledge and acceptance of the provisions in Form SP-7A, entitled Standard Bid and Contract Terms and Conditions, of current issue and in effect on the date of bid issue.
2. That should any part of this BID be accepted in writing by Director within thirty (30) calendar days from the date of bid opening (*unless an earlier date for acceptance is specified by bidder in BID Schedule*), said bidder will furnish and deliver the commodities and/or services for which this BID is made, in the quantities and at the prices bid, and in compliance with the provisions of the Standard Bid & Contract Terms & Conditions, Commodity Specifications, Bid Schedule, and *Special Bid & Contract Terms & Conditions*. Should award of any part of this BID be delayed beyond the time indicated, such award shall be conditioned upon bidder's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the Bid Schedule at the prices bid therein.

BIDDER INFORMATION SECTION

COMPLETE BIDDER NAME (Trade Name, Doing Business As)		SSN OR FEIN NUMBER	
BIDDER STREET ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)	TELEPHONE # TOLL-FREE #	FAX #	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
BIDDER E-MAIL ADDRESS		BIDDER WEBSITE	
BUSINESS TYPE: <input type="checkbox"/> PROPRIETORSHIP (Individual) <input type="checkbox"/> PARTNERSHIP (<i>you must attach the names and titles of all partners</i>) <input type="checkbox"/> CORPORATION Type of Corporation: _____ State Incorporated in: _____			
STATE EMPLOYEES <u>must</u> indicate your Position, Agency & Agency Address:			
Current DAS <i>certified</i> CT Set-Aside business: <input type="checkbox"/> YES (<i>copy of certificate included with bid</i>) <input type="checkbox"/> NO			
Has your business received funding from the Small Business Association? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Is your business reportable to the IRS? <input type="checkbox"/> YES (<i>1099/W2 will be mailed to you at year end</i>) <input type="checkbox"/> NO			
REMITTANCE INFORMATION: (<i>if different from above address</i>)			

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th FLOOR
EAST HARTFORD, CT 06108

Bid Number
03ITZ0418

AGENCY SPECIFICATIONS

Bid # 03ITZ0418

SCOPE:

- 1.1 This invitation to bid requests data capture/verifying/imaging/indexing services for A THREE (3) YEAR contract period with an option for two (2), one (1) year extensions for Connecticut income tax returns which the Department of Revenue Services elects to outsource.

Due to the volume and time constraints, the State may make awards to different vendors by item numbers or in a manner that is deemed to be in the best interest of the State.

Item #1 will be tax return form CT-1040EZ and CT-1040.

Item #2 will be tax return form CT-1040NRPY, CT-1041, & CT1120SI.

Item #3 will be internal and external taxpayer correspondence and tax returns data captured in-house.

Items #1 and #2 will require data capture, verifying, imaging and indexing.
Item # 3 will require imaging and indexing.

The State may consider an increase in the "per form" charges during the second year of coverage to cover inflation and/or other unforeseen expenses in accordance with the consumer pricing index not to exceed three (3) percent per year. Such increase may not take effect without previous written consent of the Director of Contract & Purchasing, Department of Information Technology (DOIT), 101 East River Drive, 4th floor, East Hartford, CT 06108, (860) 622-2537.

The State also reserves the right to add new forms or schedules on an as needed basis. The awardee or awardees, as the case may be, will be expected to offer a rate for said new forms or schedules commensurate with their original offers based on comparable keystrokes, imaging and content.

- 1.2 The Vendor must comply with the data capture, sample form, imaging and indexing instructions, which can be obtained by submitting an e-mail request to Don.Knybel@po.state.ct.us. Include your name, company name, mailing address and telephone number.
- 1.3 Vendor questions regarding this bid must be submitted in writing or e-mail to: Kathleen.m.anderson@po.state.ct.us by 10/10/2003. The Agency will answer all questions in writing to all interested companies. However, no additional questions will be answered after that date.

BID REQUIREMENTS:

- 2.1 All prices quoted shall include secure pickup and delivery of source data, network startup costs, ongoing network costs, electronic file transfer of data/images, transportation charges, telephone expenses, overtime or other expenses incurred in connection with any work done for the Department of Revenue Services.
- 2.2 Unreadable source data shall be returned to the Agency for clarification, correction or recreation, whichever is deemed necessary by the Agency.
- 2.3 All jobs require 100% verification. The vendor must provide a verification process deemed acceptable by the Agency. This process must ensure a 100% verification and accuracy rate of at least 99.7%. Sight verification is not acceptable and will be grounds for immediate termination of this contract.
- 2.4 Data capture of full name and address is only required if the pre-printed label has not been utilized, or if a change of address is provided and is different from the label. The Department of Revenue Services will continue to make available the income tax name and address file to the vendor for key punch/data capture programming. Any alternative to capture the name and address other than what is listed in section 2.4 must be separately identified upon bidding of the contract and shall be implemented only upon approval by DRS.
- 2.5 The Department of Revenue Services will review bids that include the secure electronic transmission of tax return information to a secure offsite location within the continental United States for actual data capture and verification. All Vendor employees and subcontractor, onsite or offsite, who perform functions that put them in contact with State of Connecticut tax returns or tax return information, must sign and return a Department of Revenue Services confidentiality statement and provide proof of eligibility to work in the United States.
- 2.6 Images must meet State Library requirements and the Vendor must receive certification of compliance for digital imaging standards for public records.
- 2.7 Image the entire document, including all attachments and envelopes when provided (approximately 5% have envelopes). Original documents will then be returned to the Department of Revenue Services in the original compiled state as it was received from DRS in the original batch in return sequence number order.
- 2.8 Image and index internal and external taxpayer correspondence. Original documents will be sent to the vendor for imaging, indexing and archiving. Original documents will then be returned to the Department of Revenue Services in the original state as they were received from DRS.
- 2.9 Image and index tax returns data captured in-house. Original documents data captured in-house will be sent to the vendor for imaging, indexing and archiving. Original documents will then be returned to the Department of Revenue Services in the original compiled state as it was received from DRS in the original batch in return sequence number order.
- 2.10 Data, images and corresponding index will be transmitted to DRS, in a format and directory structure to be provided by DRS, via secure VPN connection provided by the Department of Information Technology. The images must be indexed to correlate to the taxpayer identification number in a format provided by DRS. A back-up copy of the index and image files will be created on CD by DRS. Image and index files must be maintained for a 45 day period on a secured server. DRS reserves the right to have CD's created by the Vendor if electronic transmission is deemed to be time prohibitive and may be sent to DRS in an encrypted format approved by DRS. CD's created by the

Vendor must be maintained by the Vendor in a secure location. Image and corresponding data files must be transmitted to DRS during the same session.

- 2.11 The successful Vendor shall have a quality assurance plan to ensure the quality of the image. This plan must be maintained and deemed acceptable by DRS.
- 2.12 All data capture, verification, imaging, indexing and archiving must take place in a secure location within the continental United States.
- 2.13 The Vendor shall be prepared to furnish a certificate of insurance covering all data in their possession. This will include the period of transportation to and from the Department of Revenue Services.
- 2.14 The Vendor shall be required to use operators who are qualified paid employees with a minimum of six (6) months data capture experience.
- 2.15 The Vendor must currently be in the data capture, verifying, imaging and indexing business for a minimum of three (3) years. Vendors must demonstrate experience in processing comparable volumes outlined herein.
- 2.16 The Vendor is to supply the company names and addresses of no less than three (3) major data capture, verifying, imaging, indexing accounts with which they are currently doing business.
- 2.17 The Vendor must be in good standing with the State throughout the contract period.

ERRORS:

- 3.1 Errors and/or unreadable images created by the Vendor shall be corrected by the Vendor at no cost to the State. Identified errors must be researched immediately, and a written explanation supplied to the Agency within 24 hours along with steps undertaken by the vendor to prevent such errors in the future.

PICKUP & DELIVERY:

- 4.1 All source data, as well as all completed work, must be transported in a manner as to insure against damage, theft or loss.
- 4.2 Pickup and delivery schedules will be supplied by the Agency.

Maximum delivery/pick-up of physical source documents requirement will be three (3) days per week.

Minimum delivery/pick-up of physical source documents requirement will be one (1) day per week.

The Department of Revenue Services reserves the right to prioritize work.

- 4.3 It is understood and agreed that should source data be destroyed, inaccessible or damaged while in the possession of the vendor, the vendor will be required to pay the cost for the re-creation of such material and any interest and expenses incurred by the State.

INSPECTION/PERFORMANCE:

- 5.1 The Department requires that all data in the possession of the vendor be maintained in a secure manner that is satisfactory to the Department of Revenue Services.

- 5.2 The State reserves the right to inspect the facility of the vendor before an award is made. The vendor must have appropriate equipment and personnel onsite to complete the assignment. The right is also reserved to inspect work in progress at any time. Part of the inspection will require the vendor to show its ability to maintain security of all materials in a manner satisfactory to the Department of Revenue Services.
- 5.3 The State reserves the right to require a performance test of data capture, imaging, indexing and electronic transmission before making an award.
- 5.4 The vendor must have working fire and security systems onsite, which must meet the approval of the Agency at the time of the contract award, and be maintained throughout the contract period. The vendor must submit proof, such as inspection certificates, in regards to working fire and security systems.
- 5.5 The vendor must complete all required testing to the satisfaction of the Agency and be ready for live production according to the following schedule:

Item # 1

CT-1040EZ – 15 days after the contract award.

CT-1040 – 21 days after the contract award

Item # 2 – 30 days after the contract award.

Item # 3 – 30 days after the contract award.

In the event of format changes, the vendor must complete all required testing to the satisfaction of the Agency within ten (10) days of such changes.

- 5.6 The vendor will be required to provide annual statistical reports. These reports must reflect the following; a) average number of key strokes per form, b) average number of key strokes per line on each form, c) percentage of time line is utilized on each form.

SOURCE DATA:

- 6.1 It is understood and agreed that all source data and/or reproduction thereof is the property of the State.
- 6.2 The vendor must have the capability to process at least 55,000 tax returns per week if bidding on Item #1; up to 15,000 tax returns a week if bidding on Item #2; up to 3,000 tax returns if bidding on Item #3. When bidding on multiple items, the vendor must have the ability to process the full quantity specified for each individual item. Past history shows peak volumes are reached during a 4 to 6 consecutive week period. See the attached file named "History." These amounts will be used to assess liquidation damages explained in Section 7.3. Failure to meet these quotas will be considered as a basis for contract termination.
- 6.3 For the purposes of this bid, a tax return is defined as any document described in Section 10.1 and all accompanying documentation and schedules for which data capture/imaging has been identified by the Department.
- 6.4 The vendor will be allowed to reduce the weekly quota by one (1) day's production for weeks with a holiday.

PENALTIES / DEFAULTING VENDOR:

- 7.1 Should the vendor default on the accepted schedule, the State shall recover all source data and be given immediate possession of any data captured/verified work and image files that have been

accomplished as of the date of recovery. Regular contract price will be paid (subject to Section 7.3) for work recovered, provided such work is acceptable to the Department of Revenue Services.

- 7.2 In the event that a vendor defaults, the defaulting vendor will be required to pay the additional cost, if any, of having the work completed elsewhere.
- 7.3 The State reserves the right to reduce the invoice percentage of material not processed as stated in Section 6.2 of this bid; i.e., 55,000 per week required, and only 44,000 per week delivered means that 20% has not been delivered. Therefore, the State would reduce the invoice and payment by 20%. In the event that the State is unable to deliver 55,000 tax returns for processing, the amount available will be considered as the base and the deduction, if necessary, will be made accordingly. For instance, if 25,000 tax returns are made available to the vendor and 18,000 tax returns are data captured, the invoice will be reduced by 28%.
- 7.4 The Department of Revenue Services will require a performance bond equal to one-third (1/3) of the total dollar value of the contract award. Performance bond shall hereby be defined as a performance surety binding the vendor faithfully to fulfill the obligations of their bid as accepted. Such surety may be submitted in the form of a performance bond of a licensed surety company, certified check or irrevocable letter of credit from a Connecticut banking institution. Failure to do so will be grounds for contract termination.
- 7.5 Failure of a vendor to maintain the pickup and delivery schedules of source documents or file transmissions acceptable to the Department of Revenue Services or maintain a reasonable degree of accuracy will result in the cancellation of the contract. Reasonable degree of accuracy is hereby defined as 99.7% or more.
- 7.6 The State reserves the right to bill the Vendor for travel expenses related to on-site problem resolution.
- 7.7 The Director of Contract & Purchasing, Department of Information Technology (DOIT) 101 East River Drive, 4th Floor, East Hartford, Connecticut 06108 or their duly authorized representative reserves the right to remove from the mailing list for future bids for an undetermined period the name of any vendor for unsatisfactory performance of the contract.
- 7.8 The State may cancel the contract with thirty- (30) days' prior written notice at any time. The State may also cancel the contract with five- (5) days' prior written notice due to non-compliance per the terms of the contract.

SUBCONTRACT:

- 8.1 While Subcontracting may be permitted, it is understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of their contract or their right of title, or portion thereof, to any person, firm or corporation without previous written consent from the Director of Contract and Purchasing, Department of Information Technology (DOIT), 101 East River Drive, 4th floor, East Hartford, Connecticut 06108. Failure to do so may be cause for cancellation of contract.
- 8.2 The vendor will be required to notify the Department of Information Technology and the Department of Revenue Services immediately in the event of a change in ownership. Failure to do so may be cause for cancellation of contract.

INVOICING:

- 9.1 Itemized invoices referencing file name, box numbers, form type, return count and cost per box should be submitted weekly for all work returned that week.

- 9.2 The vendor must submit invoices at the conclusion of the job, or at periodic intervals, in arrears to the Department of Revenue Services. The vendor must also provide a corrected invoice if there are any changes, additions and/or deletions.
- 9.3 All invoices must be sent to the Business Office of the Department of Revenue Services.

SPECIFICATIONS AND PROCEDURES:

- 10.1 Estimated **YEARLY** quantities of returns outsourced are based on historical information and should not necessarily be considered actual volumes:

ITEM #1	ESTIMATED YEARLY QUANTITIES
CT-1040EZ (with labels)	20,000
CT-1040EZ (without labels)	175,000
CT-1040 (with labels)	50,000
CT-1040 (without labels)	600,000
 ITEM #2	
CT-1040NRPY (with labels)	15,000
CT-1040NRPY (without labels)	150,000
 CT-1041 (without labels)	50,000
CT-1120SI (without labels)	25,000
 ITEM #3	
Taxpayer Correspondence	60,000
Data Captured In-House	30,000

Due to changing budgetary priorities, the Agency reserves the right to utilize in-house staff to perform portions of this work.

- 10.2 If the designated method of delivery is electronic, the Vendor must have a high-speed Internet connection (minimum of T-1) capable of transmitting the image and data files multiple times a day in a reasonable amount of time and with good reliability. A secure VPN connection will be provided to the Vendor for the purpose of delivering data and/or image files to our network. Files must be delivered to our network with a naming convention acceptable to the Agency. Image files must be compressed using PKZip or a similar product subject to approval by DRS. It is expected the data files will contain no more than 5 boxes of returns and the image files will match the data files in regard to the boxes accounted for in the data file. A minimum of one transmission per day will be required.
- 10.3 The file transfers, consisting of data and corresponding images files, must occur a minimum of once daily, five days a week, during peak periods unless otherwise directed by the Department of Revenue Services, with the corresponding source documents being returned to the Agency no later than the following scheduled delivery/pick-up date.

In addition to the above referenced requirements, vendors must provide written answers to the 29 questions posed in the enclosed Vendor Questionnaire. Questions are to be answered in order with reference to the question number being referenced.

Department of Revenue Services Policy Statement on Minority and Small Vendors Set-Aside Program:

The Department of Revenue Services aggressively supports the State of Connecticut's Minority and Small Vendors' Set-Aside Program according to the contract compliance requirements specified in Sections 4a-60 and 4a-60a of the Connecticut General Statutes. Further, the Department will not knowingly do business with any vendor, subcontractor, or supplier of materials who discriminates against any member of a protected class as specified in Section 329n of the Connecticut General Statutes. The Department will review the qualifications of any bidder based on:

- their success in implementing an affirmative action plan;
- their success in developing apprenticeship programs;
- their promise to develop and implement a successful affirmative action plan;
- the submission of data indicating that their work force is at or near parity with the relevant labor market area;
- their promise to set aside a portion of the contract for legitimate Minority Business Enterprises.

The Department also aggressively solicits and welcomes the participation of legitimate Minority Business Enterprises (MBE) as bidders, vendors, subcontractors and suppliers of materials. To further these efforts, the Department encourages you to contact the Department of Administrative Services, Business Connections / Set-Aside Unit, 165 Capitol Avenue, Room G-8A, Hartford, CT 06106, Meg Yetishefsky, Program Director @ (860) 713-5228 regarding participation in the Minority and Small Business Set-Aside Programs.

CT-1040 LABEL & NON-LABEL
RETURNS OUTSOURCED
CALENDAR YEAR 2003

DATE (BI-WEEKLY)	CT1040-L	CT1040-NL	TOTAL
1/10/2003			0
1/24/2003		527	527
2/7/2003	1,254	9,368	10,622
2/22/2003	4,351	30,385	34,736
3/7/2003	5,539	53,857	59,396
3/21/2003	5,615	57,933	63,548
4/4/2003	6,343	64,646	70,989
4/18/2003	7,922	94,910	102,832
5/2/2003	12,761	145,225	157,986
5/16/2003	7,158	94,148	101,306
5/30/2003	713	14,522	15,235
6/13/2003	0	498	498
6/27/2003	0	3,048	3,048
7/11/2003	0	2,554	2,554
7/25/2003	0	3,466	3,466
8/8/2003	0	3,404	3,404
8/22/2003	0	11,148	11,148
9/5/2003	0	1,773	1,773
9/19/2003	0	724	724
10/3/2003			0
10/17/2003			0
10/31/2003			0
11/14/2003			0
11/25/2003			0
12/12/2003			0
12/26/2003			0
TOTAL	51,656	592,136	643,792

CT-1040EZ LABEL & NON-LABEL
RETURNS OUTSOURCED
CALENDAR YEAR 2003

DATE (BI-WEEKLY)	CT1040EZ-L	CT1040EZ-NL	TOTAL
1/10/2003			0
1/24/2003	12	670	682
2/7/2003	674	8,761	9,435
2/22/2003	1,375	18,130	19,505
3/7/2003	2,943	21,703	24,646
3/21/2003	1,549	19,575	21,124
4/4/2003	2,284	18,907	21,191
4/18/2003	2,741	18,281	21,022
5/2/2003	4,482	44,031	48,513
5/16/2003	1,823	16,031	17,854
5/30/2003	0	5,217	5,217
6/13/2003	0	0	0
6/27/2003	0	172	172
7/11/2003	0	311	311
7/25/2003	0	369	369
8/8/2003	0	410	410
8/22/2003	15	1,322	1,337
9/5/2003	0	38	38
9/19/2003	0	0	0
10/3/2003			0
10/17/2003			0
10/31/2003			0
11/14/2003			0
11/25/2003			0
12/12/2003			0
12/26/2003			0
TOTAL	17,898	173,928	191,826

CT-1040NRPY LABEL & NON-LABEL
RETURNS OUTSOURCED
CALENDAR YEAR 2003

DATE (BI-WEEKLY)	CT1040NRPY-L	CT1040NRPY-NL	TOTAL
1/10/2003			0
1/24/2003		79	79
2/7/2003	419	1,891	2,310
2/22/2003	1,170	7,070	8,240
3/7/2003	1,204	11,286	12,490
3/21/2003	1,103	12,611	13,714
4/4/2003	1,286	16,726	18,012
4/18/2003	2,488	22,280	24,768
5/2/2003	3,365	48,691	52,056
5/16/2003	1,402	20,848	22,250
5/30/2003	0	2,680	2,680
6/13/2003	0	0	0
6/27/2003	0	609	609
7/11/2003	0	875	875
7/25/2003	0	1,158	1,158
8/8/2003	0	739	739
8/22/2003	0	3,109	3,109
9/5/2003	0	666	666
9/19/2003	0	175	175
10/3/2003			0
10/17/2003			0
10/31/2003			0
11/14/2003			0
11/25/2003			0
12/12/2003			0
12/26/2003			0
TOTAL	12,437	151,493	163,930

CT-1041, CT-1120SI
RETURNS OUTSOURCED
CALENDAR YEAR 2003

DATE (BI-WEEKLY)	CT1041	CT1120SI	TOTAL
1/10/2003			0
1/24/2003			0
2/7/2003			0
2/22/2003	0	331	331
3/7/2003	402	0	402
3/21/2003	5,202	3,402	8,604
4/4/2003	3,951	572	4,523
4/18/2003	3,822	190	4,012
5/2/2003	5,686	229	5,915
5/16/2003	12,791	12,176	24,967
5/30/2003	13,181	2,835	16,016
6/13/2003	156	303	459
6/27/2003	168	573	741
7/11/2003	591	342	933
7/25/2003	921	454	1,375
8/8/2003	250	366	616
8/22/2003	283	594	877
9/5/2003	236	405	641
9/19/2003	0	218	218
10/3/2003			0
10/17/2003			0
10/31/2003			0
11/14/2003			0
11/25/2003			0
12/12/2003			0
12/26/2003			0
TOTAL	47,640	22,990	70,630

CT-1041, CT-1120SI
RETURNS OUTSOURCED
CALENDAR YEAR 2003

DATE (BI-WEEKLY)	CT1040	CT1040EZ	CT1040NRPY	Other	TOTAL
1/10/2003	0	0	0	0	0
1/24/2003	527	682	79	0	1,288
2/7/2003	10,622	9,435	2,310	0	22,367
2/22/2003	34,736	19,505	8,240	331	62,812
3/7/2003	59,396	24,646	12,490	402	96,934
3/21/2003	63,548	21,124	13,714	8,604	106,990
4/4/2003	70,989	21,191	18,012	4,523	114,715
4/18/2003	102,832	21,022	24,768	4,012	152,634
5/2/2003	157,986	48,513	52,056	5,915	264,470
5/16/2003	101,306	17,854	22,250	24,967	166,377
5/30/2003	15,235	5,217	2,680	16,016	39,148
6/13/2003	498	0	0	459	957
6/27/2003	3,048	172	609	741	4,570
7/11/2003	2,554	311	875	933	4,673
7/25/2003	3,466	369	1,158	1,375	6,368
8/8/2003	3,404	410	739	616	5,169
8/22/2003	11,148	1,337	3,109	877	16,471
9/5/2003	1,773	38	666	641	3,118
9/19/2003	724	0	175	218	1,117
10/3/2003	0	0	0	0	0
10/17/2003	0	0	0	0	0
10/31/2003	0	0	0	0	0
11/14/2003	0	0	0	0	0
11/25/2003	0	0	0	0	0
12/12/2003	0	0	0	0	0
12/26/2003	0	0	0	0	0
TOTAL	643,792	191,826	163,930	70,630	1,070,178

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0418

Purchasing Contact:
Kathleen Anderson, PSO II

Telephone Number:
(860) 622-2328

E-Mail Address:
kathleen.m.anderson@po.state.ct.us

BID SCHEDULE

03ITZ0418

RETURN ORIGINAL AND ONE COPY

BID OPENING DATE
October 30, 2003

DELIVERY TIME

A.R.O.

PAYMENT TERMS

Net 45 Days

CASH DISCOUNT

-- % -- Days

Payment terms are net 45 days.

Pricing includes all transportation charges FOB state agency.

Page 1 OF 2

BIDDER NAME

SSN OR FEIN #

Department of Information Technology is soliciting bids for
The Department of Revenue Services for Data Processing Services

Estimated YEARLY quantities of returns outsourced are based on historical information and should not necessarily be considered actual volumes. All prices quoted shall include secure pickup and delivery of source data, network startup costs, ongoing network costs, electronic file transfer of data/images, transportation charges, telephone expenses, overtime or other expenses incurred in connection with any work done for the Department of Revenue Services.

DESCRIPTION OF COMMODITY AND/OR SERVICES

ESTIMATED YEARLY QUANTITIES

ITEM #1

CT-1040EZ (with labels) 20,000 \$_____per form

CT-1040EZ (without labels) 175,000 \$_____per form

CT-1040 (with labels) 50,000 \$_____per form

CT-1040 (without labels) 600,000 \$_____per form

ITEM #2

CT-1040NRPY (with labels) 15,000 \$_____per form

CT-1040NRPY (without labels) 150,000 \$_____per form

CT-1041 (without labels) 50,000 \$_____per form

CT-1120SI (without labels) 25,000 \$_____per form

ITEM #3

Taxpayer Correspondence 60,000 \$_____per form

Data Captured In-House 30,000 \$_____per form

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0418

Submit your spec sheet with your Bid and please *list any deviations* from specification here:

Bidder Contact: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Representative that will *service*:

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Notes:

1. Ensure you have read and understand the terms and conditions of this contract. Bidders must comply with the attached Standard & Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications
2. Ensure that you have attached your specification sheet that includes everything you are including in your bid and that you have listed any deviations of our specs. Any corrections must be initialed.
3. Send an **original** and **one (1) copy & (1) one electronic copy** of your bid per instructions on SP-11 ITB. **We do not accept e-mailed or faxed bids. Bids must be SEALED and delivered by Thursday, October 30, 2003, 2:00 p.m. (ET).**
4. Bids must be sealed and received by: **Thursday, October 30, 2003 2:00 p.m. (ET).** We do not accept e-mailed or fax bids.
5. Any Corrections must be initialed.

All correspondence regarding this Invitation to Bid must be in *writing* and submitted to:

-or-

Attn.: Kathleen M. Anderson, Bid # **03ITZ0418**

DOIT - Contract & Purchasing Division, 101 East River Drive, East Hartford, CT 06108

VENDOR QUESTIONNAIRE

Date: _____

Company Name: _____

Company Address: _____

Completed By: _____

Title in the Company: _____

Signature: _____

-
-
1. Please list the type of equipment that will be utilized.

2. How many data entry workstations are at your location?

3. How many data entry operators do you have currently on staff / need to hire?

4. Do you anticipate any problems meeting the requirements of electronic file transfer?

5. What is your disk storage capacity on the system you would be using for data capture?

VENDOR QUESTIONNAIRE

6. Will scanning (imaging), indexing and data capture be performed at the same location? Yes ____ No ____

List the locations for each operation.

7. What method will be used to transport/transmit the tax return information to the offsite location?

8. What method of data capture will be utilized?

9. How will you insure the security/integrity of the information being transmitted?

10. How will you guarantee the confidentiality of tax return information being transmitted out of state?

11. The Department of Revenue Services requires 45 days backup of keyed data. Do you have any space or storage problems that would prohibit this from happening?

VENDOR QUESTIONNAIRE

12. Our data is shipped in boxes measuring 16"w x 13"d x 10"h. What size is your storage area and how many physical boxes can you store onsite at one time?

13. How many boxes (same measurements as indicated above) does your delivery vehicle hold at one time?

14. Describe the security procedure that would be in place when receiving a shipment of our work.

15. What are your procedures for adding and training personnel as required for this contract? Who in your organization would be responsible for training the data entry operators and primary point of contact?

16. How many shifts do you currently have working? What are the hours for the data entry staff?

VENDOR QUESTIONNAIRE

17. Do you see any problems in meeting our deadlines and quotas as described in the contract?

18. Describe in detail your procedures and instructions for keying versus verification.

19. Describe in detail your quality control procedures and instructions for ensuring image quality, scanning of all documents in each batch, and accuracy of indexing.

20. Describe your procedures for record keeping and tracking batches.

VENDOR QUESTIONNAIRE

21. The Department of Revenue Services requires a detailed itemized bill as instructed in the contract. Do you have any problems with accommodating this requirement?

22. Explain your disaster recovery procedure.

23. What insurance coverage do you have to protect against and/or mitigate loss or abuse of tax records (business interruption, valuable papers, general liability, catastrophe and for the vehicles transporting records)?

24. What building and environmental safeguards exist (fire, building access, building security, record access, etc.)?

25. What arrangements will be made to transport source documents to and from worksites? How will source documents in transit be safeguarded?

VENDOR QUESTIONNAIRE

26. Delivery schedules of source documents and electronic files are determined by the Agency. Do you foresee any problems with daily delivery/transmission arrangements if required?

27. Do you anticipate any problems in complying with the Department of Revenue Service's confidentiality statement that must be signed by each of your employees?

28. The Department of Revenue Services has reserved the right to make unannounced visits. Does this present a problem for your company?

29. If the Department of Revenue Services cannot access the data transmitted, a replacement file is expected within 24 hours or less. Is this a problem for your company?

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

Bid Number
03ITZ0418

BIDDER'S STATEMENT OF QUALIFICATIONS

This form will be used in assessing a Bidder's qualifications and to determine if the bid submitted is from a responsible, qualified bidder. State law mandates that contracts be awarded to the lowest responsible, qualified bidder. Factors such as past performance, financial stability, integrity of the bidder, conformity to the specifications, etc. will be used in evaluating bids. Attach additional sheets, if necessary.

BIDDER NAME: _____
(Trade Name, Doing Business As)

Number of years doing business under this name: _____ YEARS

Other/Previous business name(s): _____

Company Value: Equipment Assets _____ Total Assets _____

Is your company registered with the Office of the Connecticut Secretary of State? ☐ YES ☐ No
Registration Date: _____

If no, upon request, your company must provide a "Certificate of Legal Existence" issued by the Connecticut Secretary of State's Office. Website: www.sots.state.ct.us

List up to three (3) any contract awards of **similar size and scope** to **your** company by the State of Connecticut within the last three (3) years. **Do not list subcontractor awards.** Indicate the contract number, commodity, the State Agency, and provide the name & telephone number of the purchasing agent responsible for the contract.

<u>AWARD #</u>	<u>COMMODITY</u>	<u>STATE AGENCY</u>	<u>PURCHASING CONTACT</u>	<u>TELEPHONE #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

References:

List at least **three completed projects similar** in nature to this Invitation to Bid that demonstrates **your** business's ability to perform the requirements of this bid. **Do not list subcontractor projects**

Contact Name, Company, and Address	Telephone #	Dollar Value
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

List any relevant certifications, licenses, registrations, etc. that qualify your business to meet the requirements of this bid.

(Attach additional sheets if necessary)

STATE OF CONNECTICUT
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Bid Number
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BIDDER'S STATEMENT OF QUALIFICATIONS

List of equipment to be used for this service, *if applicable*:

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(Attach additional sheets if necessary)

Political Sub-Divisions Section

Bidder will indicate below whether he will agree to furnish the awarded items at contract prices to Connecticut Political Sub-Divisions, as defined in the Connecticut General Statutes, that are interested in using the State's contract if the bidder is the awarded contractor for this bid invitation. If the bidder is agreeable, but wants to subject purchases from Political Sub-Divisions to certain requirements or conditions, the bidder may stipulate such requirements or conditions in the bid.

☐ YES

☐ NO

☐ YES – subject to requirements listed below

REQUIREMENTS:

OSHA Compliance Section

(Connecticut General Statute Section 31 - 57b)

The

 ☐ **HAS** ☐ **HAS NOT**
Name of Bidder's Business, Firm, Organization or Corporation

been cited for three (3) or more willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or received one or more criminal convictions related to the injury or death of any employee in the 3-year period preceding the bid.

☐ Copies of violations are attached

☐ None Received

Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty and shall be disqualified from bidding on or participating in a

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION

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BIDDER'S STATEMENT OF QUALIFICATIONS

contract with the state or any of its political subdivisions for five years from the date of the final determination that the information provided above is false.

Bidder Debarment and/or Suspension Section

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *the State of Connecticut or the Federal Government* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all notices of debarment and/or suspension from contracting with *other states within the United States* that have been received by the bidder, company official, and/or any subcontractor has been submitted with this bid:

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

The undersigned bidder affirms and declares that a copy of any and all administrative actions either pending review by the State or determinations that the State has made regarding your business for the last three (3) years. This would include court judgements and suits pending by a State or Federal Court. Also, include copies of any actions or orders pending or resolved with any State Agency (i.e. Consumer Protection, Environmental Protection).

☐ YES – number of notices attached _____ ☐ NONE RECEIVED

=====

I hereby certify that all the information supplied herein (on pages 1-3) have been examined by me and is complete, true, and correct:

Bidder:

Name (typed or printed)

Title:

Title of above Bidder

Signature:

Hand Written Signature

Dated:

Date Signed

(Corporation Seal)
optional

Note: If it is determined by the contracting authority of the State of Connecticut that *any information requested was not referenced and submitted* with this bid, then such determination will be *just cause for disqualification* of the bid. A duly authorized representative of the company must sign this form.

STATE OF CONNECTICUT
COMMISSION ON
HUMAN RIGHTS AND OPPORTUNITIES
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CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies that establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n." Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians..." A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (A) the bidder's success in implementing an affirmative action plan;
- (B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder's promise to develop and implement a successful affirmative action plan;
- (D) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
- (E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) pages **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

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2) Description of Job Categories (as used in Part IV Bidder Employment Information)

Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

Trainees - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.

American Indian or Alaskan Native All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Bid Number
03ITZ0418

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No

1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? ☐ Yes ☐ No

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PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Total One Year Ago											

FORMAL ON-THE-JOB TRAINEES (Enter figures for the same categories as are shown above)

Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area? ☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources do you use? <i>(Check yes or no, and report percentage of applicants provided by source)</i>				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.
SOURCE	YES	NO	% of applicants	(✓)	Requirements used	
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Minority/Community Organizations					Personal Recommendation	
Labor Organizations					Height or Weight	
Others <i>(please identify)</i>					Car Ownership	
					Arrest Record	
					Wage Garnishment	

Certification: I certify that the statements made by me on this Bidder Contract Compliance Monitoring Report are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT. *Carefully check your statements on it before signing.*

Signature	Title	Date Signed	Telephone
-----------	-------	-------------	-----------

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Bid Number

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STANDARD BID AND CONTRACT TERMS AND CONDITIONS

SCOPE

These Standard Bid and Contract Terms and Conditions are definitely a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

All qualified prospective Bidders on the mailing list of the Division will be eligible to receive copies of invitations for bids issued by the Contracts & Purchasing Division on all commodity groups on which a desire to receive bids has been indicated. Failure to submit bids on or reply to three consecutive invitations for bids mailed to a prospective Bidder will cause the name of such Bidder to be removed from the mailing list for such group.

Any alleged oral agreement or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts & Purchasing Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 4th Floor, 101 East River Drive, East Hartford, Connecticut 06108-3274. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts & Purchasing Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts & Purchasing Division. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. **Unsigned bids shall be rejected. All signatures shall be original signatures**, unless there is specific authorization from the Contracts & Purchasing Division for the use of non-manual forms of signature. **Bidders are cautioned that the person signing the Bid Proposal or his authorized designee must initial errors, alterations or corrections on both the original and copy of the Bid Schedule.** In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal to the person initialing the erasure alterations, or correction. This includes erasures; alterations, corrections, or any typing cover

up method to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in rejection of bid.

4. All information required in the bid documents must be given to constitute a formal bid. Failure to provide such information may result in disqualification of bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one limiting, or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate proposals will not be considered unless specifically called for in the Invitation to Bid. An alternate proposal is defined as one that is submitted in addition to the bidders primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail.

13. All bids will be opened and read publicly. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection during normal business hours of the Division. Summaries of bids received are not distributed by the Division nor given out by telephone.

14. The Contracts & Purchasing Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

- Annual bid bond in the amount of \$5,000.00 to cover all bids up to \$50,000.00 submitted within one year.
- Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
- Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred (100) percent of each separate award, may be submitted in the form of a

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performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

- a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
- c. Individual: The Individual owning the business and indicated "Owner" must sign the bond.
- d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
- e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may pick up samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest responsible qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Division's judgement, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except in the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received, with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for full period specified and until all articles or services ordered before date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

- a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. Contract quantities will be assumed to have been ordered out of expiration period according to contract terms. Contractor must furnish a statement of unordered balances as required by the Contracts & Purchasing Division prior to termination of contract.

35. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

36. The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

When so requested by the Contracts & Purchasing Division, the Contractor shall execute a formal contract with the state for the complete performance specified therein.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities are rejected, same must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of

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such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against Contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
- c. Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.
- d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the service is to be provided, and of the State of Connecticut.
- f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

49. Deliveries are subject to reweighing over official sealed scales designated by the State and payment will be made on the basis of net weight of materials received.

INSPECTIONS AND TESTS

50. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

51. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

52. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services or the date that a properly executed state invoice form CO-17 is received, whichever is later. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

53. Payment will be made only after presentation of a properly completed State Invoice form CO-17. Forms may be obtained from either the ordering agency or the Forms Management Contractor to the State. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

54. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 52 and 53 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate State invoice form CO-17 for interest charges.

55. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

56. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

57. It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

58. Should the performance of any contract be delayed or prevented as set forth in paragraph 57. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

59. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

60. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

61. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

62. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

63. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall

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be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract Agreement.

YEAR 2000 COMPLIANT

64. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

- a. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- b. Properly exchange date/time data when used in combination with other information technology;
- c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

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SPECIAL TERMS AND CONDITIONS

1. Bidders must supply their earliest guaranteed delivery time (A.R.O.) and be specific.
2. Bidders must include all ancillary costs associated with the acquisition of a product or service in their bid. Failure to include specific reference to an applicable cost will be interpreted as that cost being included in the product or service price.
3. Bidders must be able, at the State's option, to demonstrate any/all proposed hardware/software products. Any required benchmark demonstration must be provided at a site approved by the State and without cost to the State.
4. Bidders must certify that their bid is good for a period of ninety (90) days.
5. Bidders agree to accept purchase orders for additional quantities beyond that specified in this document for a period of ninety (90) days after an award unless further extended by mutual consent or equipment is no longer available.
6. The State reserves the right to request complete documentation for any item proposed. Failure to provide said documentation upon request might result in disqualification from an award.
7. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Information Technology, however, no compensation for lost profits shall be allowed.
8. Bidders offering equipment **other than all new equipment** must specify it (i.e. rebuilt, refurbished). Bidders may also be required to submit additional information prior to an award. The State will evaluate and may consider such an offer if it is deemed to be in the best interest of the agency.
9. Bidders cannot substitute for a manufacturer's installed components.
10. Bidders must list maintenance cost for hardware and software, If applicable. In describing your company's maintenance plans include: location of support center and guaranteed response times. Any award for said maintenance would be at the option of the state.
11. Bidder awards normally are made utilizing the Purchasing Division STANDARD BID AND CONTRACT TERMS AND CONDITIONS (SP-7A) or as specifically amended by the Special Bid and Contract Terms and Conditions contained herein. If other than the aforementioned terms and conditions are to be utilized, i.e. an existing agreement or other specifically negotiated terms and conditions they must be clearly stated in the bid. The State reserves the right to reject any bid that does not comply with the State's contractual requirements.

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ENERGY STAR REQUIREMENTS

11. All personal computers, notebook (laptop) computers, monitors, and desktop printers must meet U. S. Environmental Protection Agency Energy Star requirements for energy efficiency. Printers intended for high volume use in LAN environments are exempt from this requirement.
12. Personal computer, notebook computer and monitor recovery times from low power state to full power shall take no more than five seconds.
13. Personal computers, notebook computers and monitors must support (be compliant with) VESA DPMS and should support a minimum of three energy saving or operational modes: normal, standby and low power.
14. The Bidder must ship all personal computers, notebook computers, monitors, and desktop printers with the Energy Star low power feature activated or enabled.
15. All Systems MUST be DMI 2.0 Compliant with appropriate BIOS extensions, wired for Management WFM 2.0, remote wake on LAN capable, multiple remote boot protocol supported.

LAWS

Everything herein shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Vendor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation

The vendor is also subject to the provisions of the following:

- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts:
<http://www.state.ct.us/governor/executiveorders/meskill3.htm>
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service:
<http://www.state.ct.us/governor/executiveorders/meskill17.htm>
- ▶ Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16:
<http://www.state.ct.us/governor/executiveorders/no16.htm>

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BIDDER'S CHECKLIST

Read, review, and check-off each action as it is completed.

BIDDER'S RESPONSE PACKAGE

All original bid forms must be prepared in INK or TYPEWRITTEN, *filled-out completely and returned* regardless if the information has been submitted in prior bids or bid may be disqualified.

- ☐ SP-26 Bid Proposal – This form **must have an original signature** of a duly authorized representative of the company. *Unsigned bids are automatically rejected.*
- ☐ SP-16 Bid Schedule:
 - ▶ Bidder's name must be in the upper right corner of ALL Bid Schedule Pages (typed or printed).
 - ▶ Complete the delivery section – A.R.O. (be specific). Do NOT use: “as ordered” or “as required.”
 - ▶ The payment terms are Net 45 Days (*Bidder may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (i.e. Net 30) are subject to rejection. *Exception:* State of CT Small Business Set-Aside bid payment terms shall be in accordance with CGS 32-9h.
 - ▶ The price extensions and totals have been reviewed and verified. In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation.
 - ▶ Any errors, alterations, corrections, whiteouts, or erasures must be initialed. Changes not initialed result in automatic bid rejection.
- ☐ Bidder Specifications – All technical or descriptive material, drawing, sample, format, or disc that are required with the bid.
- ☐ SP-14 Bidder Qualifications – Each section must be completed (if not applicable, note “N/A”) and **must be signed** by an authorized representative of the company.
- ☐ SP-34 Contract Compliance Regulations (CHRO) – The last 2 pages must be completed, signed, and submitted with each bid regardless of the number of employees (*even if the company is family owned and/or operated*) or the bid may be rejected.

IF REQUESTED INCLUDE:

- ☐ SP-18 Addendum – any addendum to the bid must be signed (insert before SP-26).
- ☐ Set-Aside Certification – a copy of your certification from DAS (insert after specifications).
- ☐ Maintenance Vendor Guarantee Certification – must be completed and signed with the bid.
- ☐ ANY additional items that are listed in the bid schedule. (Vendor Questionnaire)

WHEN RETURNING BIDDER'S RESPONSE PACKAGE (*We do not accept e-mailed or faxed bids*)

- ☐ **Return** the **ORIGINAL** forms listed above with **one copy & one electronic** (unless more copies are requested).
- ☐ Bidder's return mailing address **must be** in the upper left corner of the sealed bid envelope.
- ☐ Use the pre-addressed mailing label (found on SP-11, ITB) **or**
 - ▶ **Mark** your sealed bid envelope with the **Bid Number** and the **Bid Opening Date** and
 - ▶ Address it to:
State of Connecticut - Department of Information Technology
Contracts & Purchasing Division, 4th Floor
101 East River Drive, East Hartford, CT 06108-3274
- ☐ Mail or hand-deliver your bid in time to be received no later than the designated opening date and time. Late bids are *not accepted* under any circumstances.
- ☐ **Do NOT return** unnecessary forms (i.e. terms & conditions, agency specifications, ABL, checklist) with your bid. It only complicates the evaluation of your bid if returned unnecessarily.